

12 May 04

A. SUBJECT: REQUEST FOR QUOTATION UNDER GSA SCHEDULE 621 I, SIN 621-025j

PROFESSIONAL HEALTHCARE SERVICES FOR
THE NAVAL MEDICAL CENTER SAN DIEGO, CA
(REFERENCE: NMCSO VA3 NEONATAL NURSE PRACTITIONER)

All contractors will be given a fair opportunity to be considered for the Task Order resulting from this request. Specific information for services is as follows:

1. SERVICES REQUIRED. This is a firm-fixed price quotation request is for Professional Healthcare Services for the Naval Medical Center San Diego, 34800 Bob Wilson Drive San Diego CA 92134-5000 (Reference: NMCSO VA3 NEONATAL NURSE PRACTITIONER).

2. PERIOD OF PERFORMANCE. The period of performance is from 1 October 2004 through 30 September 2005.

3. SPECIFIC REQUIREMENTS. Statements of work that outline the work to be performed; location of work; hours of performance; applicable professional standards, certifications, education, experience; and the special requirements of these positions for this quotation are contained in **Attachment 001**. These requirements supplement but do not supplant the provisions of the schedule contract specified above.

4. QUOTATION INFORMATION.

a. Written responses to this quotation are due to the Contracting Officer NLT 1200 pm local time (Noon EST) 18 June, 2004. The Government will also accept telefaxed orders to: (301) 619-6793 (Attn: Code 220). The business address of the Contracting Officer is: Commanding Officer, Naval Medical Logistics Command (Attn: Code 220) 1681 Nelson Street, Fort Detrick, MD 21702-9203. Questions may be directed to the Contracting Officer at (301) 619-2151. All correspondence shall reference Professional Healthcare Services for the Naval Medical Center Naval Medical Center San Diego, VA (NMCSO VA3 NEONATAL NURSE PRACTITIONER).

b. For this quotation, each Contractor's response must contain a completed Pricing Sheet (Section B), a Supplemental Pricing Worksheet for each position (**Attachment 002**), and the required documentation of experience (**Attachment 005**).

c. For this quotation, each Contractor's response must contain Resume/Curriculum Vitae (**Attachment 003**) each proposed healthcare worker.

5. EVALUATION FACTORS AND THE BASIS FOR AWARD.

a. Evaluation Factors. For this quotation, the Contracting Officer will select the awardee(s) based upon the relevance of the healthcare worker's experience and the offeror's experience providing similar or like services as this experience meets or exceeds the requirements contained in **Attachment 001**; then, offeror's previous experience in military medical facilities, then the offeror's price. In descending order of importance, the evaluation factors are:

1. The relevance of the healthcare workers' experience, then

2. The relevance of the offeror's experience (using **Attachment 005** Past Performance Format) providing similar or like services, then

3. The offeror's previous experience in military medical facilities, then

4. The offeror's price. The factors to be considered in evaluating prices proposed are:

(i) Completeness - All price information required has been submitted. This includes a completed Section B pricing schedule (B.12.) and a completed Supplemental Pricing Worksheet (**Attachment 002**).

(ii) Reasonableness - The degree to which the proposed prices compare to the prices that a reasonable, prudent person would expect to incur for the same or similar services.

(iii) Realism - The offeror's prices, and supplemental pricing information will be examined to identify unusually low price estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the Task Order requirements, and the risk of personnel recruitment and retention problems during Task Order performance.

b. Basis for Award. A single award will be made as a result of this quotation. Award(s) will be made to the offeror(s) whose quotation(s) is/are the most advantageous to the Government, considering (1) the technical factors listed above, and (2) who have demonstrated positive experience (past performance) in providing Professional Healthcare Services of similar complexity, and (3) who has submitted a fair and reasonable and price.

In the evaluation of offerors:

The greatest consideration will be given to offerors who demonstrate successful experience (since 1999) providing all of the labor categories required herein; and,

Lesser consideration will be given to offerors who demonstrate successful experience (since 1999) providing services in most but not all of the labor categories required herein; and

Lesser consideration will be given to offerors who demonstrate successful experience (since 1999) providing professional services similar to but not specifically these services; and

In all cases, experience providing dental services is not relevant to this requirement. Additionally, medical services where the healthcare workers are not privileged by a hospital credentialing body (for example, occupational health clinics, prison infirmaries, etc.) are not relevant to this requirement.

The combined technical factors of the qualifications of the offeror's successful experience providing professional healthcare services (past performance) both within the military medical system and in private sector hospitals is significantly more important than the offeror's price. However, the closer the merits of the technical factors are to one another, the greater the importance of price in making the award determination.

6. NON-COMPETE CLAUSES.

a. Offerors are directed to Section C, Paragraph 11.11. and its subparagraph with respect to the use of non-compete clauses.

B. Schedule of Prices

1. The Contractor shall furnish qualified Health Care Workers in accordance with this Task Order and the basic contract.

2. The following activity is/are the sole authority to issue and or modify this Task Order:

Naval Medical Logistics Command
Code 02
1681 Nelson Street
Fort Detrick MD 21702-9203

3. This Task Order will be placed using a DD Form 1155 signed by the Contracting Officer. It will be executed in writing by the Contracting Officer and transmitted either via mail, facsimile, or electronically via e-mail. If the order is transmitted via e-mail, the contractor shall acknowledge receipt of e-mail.

4. Performance of Health Care Worker services at military treatment facilities (MTFs), branch medical clinics (BMCs), or other activities under the cognizance of the Naval Medical Center, San Diego, CA are contemplated by this Task Order and shall be considered within the scope of these requirements.

5. In the event that performance requirements at a particular facility differ slightly from that in the basic contract, those differences shall be defined in this Task Order.

6. Each Task Order will contain at a minimum the following information:

- a. The date of order
- b. Contract number and order number
- c. Description of services
 - Labor category and,
 - Specific duties and,
 - Position qualifications and,
 - Place of performance and,
 - Hours of operation and,
 - Quantity required.
- d. The unit price
- e. The period of performance
- f. Accounting and appropriation data
- g. Payment office address
- h. Any other pertinent data
- i. Invoicing and Acceptance instructions
- j. Name of the Contracting Officer's Representative (COR)

7. The period of performance of any one Task Order shall be for a period of twelve (12) months or less in duration.

8. The Government reserves the right to reassign health care workers within a Military Treatment Facility (MTF), to meet patient demand.

9. In the Position Specific Statement of Work (**Attachment 001**) the Government will disclose specific information concerning the type(s), duration and location(s) of the services to be provided. This notice may include the number of work hours per day that constitutes the "shift" of an individual healthcare worker, the number of hours/shifts required, the times that hours/shifts will be scheduled, and the places where these hours/shifts will be performed. In the event that the Government requires shifts lasting more than 8 hours per day, the parties agree that the Contractor is solely responsible for investigating and determining the applicability of any state and/or local wage or overtime compensation laws with regard to its performance. It is further agreed that the Contractor assumes any and all risk as to the accuracy of its

judgment. Accordingly, since the price provided herein reflects the Contractor's determination, the Contractor shall not be entitled to any equitable price adjustment should a state and/or local agency charged with enforcement of such wage and overtime laws rule that the Contractor's determination was erroneous.

10. The contractor shall factor all the cost of watch-standing, shifts greater than 8 hours, on-call, differential pay, special pay, etc into its hourly rate for the line item for that specific labor category. The Contractor shall provide a composite price that blends all requirements into a single hourly price for the scheduled services. The Contractor will be paid at that composite price. The Government's purpose is to ease the administrative burden on both the Contractor and the Government to track and validate frequent, urgent and/or emergent requirements for care that can originate from multiple services within the MTF. For subsequent requirements, the Government will provide pricing instructions for these requirements within each individual Task Order.

11. RESERVED.

12. Offeror Pricing.

<u>SIN</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE (HRS)</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
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For Services from 1 Oct 2004 through 30 September 2005:

621-025(j) Neonatal Nurse Practitioner	4,380	\$	\$
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C. Statement of Work.

NOTE 1: The award of this Task Order (DO) will create a Personal Services relationship between the Contractor healthcare worker and the Government. Therefore, the requirements of 10 USC §1089, 10 USC §1091, and all paragraphs in the basic contract related to Personal Services contracting, including the paragraph in the basic contract entitled, "Scope of Work Personal Services Only" shall all apply.

NOTE 2: The clauses within this Task Order supplement but do not supplant the clauses contained in of the Federal Supply Schedule contract **FSS/VA 621.1**. In the event there is a conflict between the clauses herein and the clauses in the basic contract, the basic contract will always have precedence.

NOTE 3: The use of *Commanding Officer* means the Commanding Officer of the military treatment facility or a designated representative, e.g., Contracting Officer's Representative (COR), Department Head, or the head of the activity designated in a particular clinical area.

NOTE 4: The term *healthcare worker* (or HCW) refers to the individual(s) providing services under this agreement.

NOTE 5: The abbreviation *MTF* refers to the Military Treatment Facility or other Federal healthcare facility at which services are performed.

1. During the term of this Task Order, the Contractor agrees to provide, on behalf of the Government, the services identified in the Position Specific Statement of Work (**Attachment 001**) for treatment of active duty military personnel and other eligible beneficiaries, in accordance with the terms and conditions of this contract.

2. The Contractor shall provide, medical and healthcare services at the locations specified in Schedule B and each Position Specific Statement of Work (**Attachment 001**).

3. RESERVED

4. SCHEDULES, ABSENCES, AND LEAVE. The Attachment specifies the work schedule of each healthcare worker and shall specify whether the healthcare worker will either: (1) accrue leave as an individual and be subject to approval by the Government for scheduling accrued leave; or (2) not accrue leave and be subject to replacement coverage by the contractor during all scheduled and unscheduled absences.

4.1. Positions that allow healthcare workers to accrue leave.

4.1.1. Individual healthcare workers who accrue leave shall accrue personal leave (annual leave plus sick leave) at a rate specified in the applicable attachment. For those healthcare workers whose templates are used for patient appointing, at least 60 days advance notice is required for leave. For all other healthcare workers, at least 14 days advance notice is required. Any changes in schedules shall be coordinated between the individual healthcare worker and the Government and prospectively approved by the Government.

4.1.2. Each healthcare worker shall adhere to their MTF supervisor's specific policies and procedures for requesting leave. Requests by healthcare workers for taking accrued leave are always subject to prospective approval by their Government supervisor (or designee).

4.1.3. The Government will compensate the Contractor for leave requested and used in accordance with the requirements for advance notice. The Government reserves the right to deny payment for leave used in violation of the requirements for advance notice. The Government accepts no liability for leave compensation from the Contractor to the healthcare worker. However, if the Government compensates the Contractor, the Contractor shall, in turn, compensate the healthcare worker.

4.1.4. If the healthcare worker is absent for 2 or more consecutive unplanned days, the Commanding Officer may require written documentation from a qualified health care provider that the healthcare worker is free from communicable disease. The Government reserves the right to examine and/or re-examine any healthcare worker who meets this criterion. The Government reserves the right to deny payment for consecutive unplanned leave days used in violation of the requirements for advance notice.

4.1.5. A healthcare worker will enter a leave without pay (LWOP) status upon exhaustion of any leave balance. Unless waived by the Ordering Officer, the Contractor shall replace any healthcare worker who has been on LWOP status for more than 8 consecutive hours or a total of 16 hours during any 12 consecutive month period. At the discretion of the Commanding Officer, LWOP taken in conjunction with maternity leave is not subject to this limitation. No payment will be made for any healthcare worker in a leave without pay (LWOP) status.

4.1.6. Upon request, up to 12 weeks of maternity leave, accrued leave plus LWOP, may be granted to the healthcare worker if either of two conditions should occur: (1) the birth of a son or daughter of the healthcare worker; or (2) the placement of an adoptive or foster care son or daughter with the healthcare worker.

4.1.7. In the event that the Position Specific Statement of Work allows a leave accrual position to be staffed by part-time individuals, no leave will be accrued by any individual who works less than 40 hours during a 2-week invoice period.

4.1.8. All accrued leave shall be forfeited without compensation or reimbursement at the expiration or termination of this delivery order or the basic contract or at the voluntary or involuntary separation of a contract healthcare worker.

4.1.9. Documented military leave for military reservists will be allowed, not to exceed 15 calendar days per calendar year, and may be taken intermittently, e.g., one day at a time. Military leave will be compensated leave. The healthcare worker shall follow the policy of the MTF/DTF with respect to notification of scheduled military duties to the Commanding Officer.

4.1.10. Jury Duty. Administrative leave may be granted for the healthcare worker to serve on jury duty. Requests for administrative jury duty leave shall be submitted to the Commanding Officer in the same manner as planned leave is requested. The healthcare worker shall provide the Commanding Officer with as much written notice as possible prior to reporting for jury duty, and the healthcare worker is also responsible for supplying documentation regarding the necessity for and length of absence for jury duty. If the healthcare worker's position is deemed critical by the Commanding Officer a written request to the court to excuse the healthcare worker from jury duty may be issued. The healthcare worker shall be compensated by the government for these periods of authorized administrative leave, up to 15 days per consecutive 12-month period.

4.2. Positions for which replacement coverage is required.

4.2.1. The Contractor shall have sufficient qualified reserve personnel so that all services are provided in the event a healthcare worker scheduled to work becomes ill, resigns, is terminated, or is otherwise unavailable to work. The requirement for services is not mitigated by inclement weather.

4.2.2. If a healthcare worker becomes ill or is otherwise unable to fulfill his/her obligation to work, they shall notify the contractor who in turn shall notify the COR.

4.2.3. The Contractor is responsible for replacing a healthcare worker who for any reason misses more than 2 hours of a shift.

4.2.4. The Contractor shall provide replacement coverage by a healthcare worker who meets the minimum healthcare worker contract qualifications and is approved for work (i.e., has been credentialed and privileged as appropriate and has satisfactorily completed orientation).

4.2.5. The contractor shall prepare the schedule of workers for all positions for which replacement coverage is required. Unless otherwise specified in the task order, the specific schedule for each 2-week period shall be provided to the COR 1 month in advance of the 2-week period. The schedule shall be complete and include the name of the specific healthcare worker and provide the specific individuals who will provide coverage.

4.3. Provisions for all healthcare workers.

4.3.1. Administrative Leave. For unusual and compelling circumstances (e.g., weather emergencies) in which the Commanding Officer either excuses all facility personnel from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the healthcare worker. This administrative leave may be compensated leave.

4.3.2. Furlough. Unless otherwise authorized by a defense appropriations bill, the Government shall not reimburse contractors for services not rendered during a Government furlough. In the event of a Government furlough, the Commanding Officer will determine which healthcare workers are considered critical and therefore must report to work. Healthcare workers deemed critical shall be compensated for services rendered during a furlough. All other healthcare workers shall be furloughed until the Government shutdown ends or they are notified by the Contracting Officer's Representative that they have become critical employees.

4.3.3. A healthcare worker with a bona fide medical emergency occurring while on duty, or with an on-the-job injury, will be provided medical care until the condition is stabilized. The contractor shall reimburse the Government for all medical services provided unless the healthcare worker is otherwise entitled to Government medical services.

4.3.4. In the instance where the Government directs the healthcare worker to remain on duty in excess of their scheduled shift due to an unforeseen emergency or to complete patient treatment where lack of continuity of care would otherwise jeopardize patient health, the healthcare worker shall remain on duty. The healthcare worker will be given an equal amount of compensatory time to be scheduled upon mutual

agreement of the healthcare worker and the Commanding Officer. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift), which are to be completed as part of the shift.

4.3.5. Healthcare workers providing services will generally (as specified in the applicable Attachment) receive uncompensated meal breaks of 30 minutes. The healthcare worker's shift will be 8.5 hours or 12.50 hours, respectively, to constitute a full 8 or 12 hours of on-site service. This includes the Government's right to extend the work shift beyond the scheduled clinic closing time to complete patient care and administrative duties. No healthcare worker shall work beyond their scheduled 8.5 or 12.50 hours per shift.

4.3.6. In consonance with state and/or local labor law, healthcare workers may receive one compensated work break in the morning and one in the afternoon. The Government will schedule these breaks consistent with workload requirements. Neither break shall exceed 15 minutes. The Government will accept no liability and will pay no additional costs to the Contractor if the healthcare worker unilaterally decides to forego their scheduled break(s).

4.3.7. The Commanding Officer may also grant administrative leave to allow healthcare workers to attend continuing education courses. This administrative leave will not exceed 40 hours per consecutive 12 months, equivalently apportioned for part-time employees. The Government will not reimburse the healthcare worker for the cost of any course tuition and/or other related education expense. The healthcare worker shall provide proof of attendance and successful completion of continuing education to the Commanding Officer upon request.

5. DUTY HOURS.

5.1. The Government will identify specific duty hours in each individual Attachment. Unless otherwise specified, services required by an individual healthcare worker shall not exceed 80 hours per two-week (14 consecutive days) period. Any changes in the schedule shall be coordinated between the healthcare worker and the Government. Healthcare workers shall arrive for each scheduled shift in a well-rested condition.

5.2. Unless otherwise specified in each individual Attachment, the Contractor shall provide no more than two individuals for each 2,088 (or 2,096 in a leap year) hour requirement.

5.3. Individual healthcare workers may be temporarily assigned to another location within a 35 mile commuting area of their assigned MTF/Clinic.

5.4. Unless otherwise specified in the Attachment, services of the healthcare workers shall not be required on the day of observance of the following federally established holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Healthcare workers who (1) accrue leave and (2) are scheduled to provide services on the 10 Federal holidays, will be compensated by the Government for these periods of authorized absence. For all positions for which replacement coverage is required, all days are treated equally and the healthcare worker who is not scheduled to provide services on any of the 10 Federal holidays will not be compensated by the Government for the holiday.

5.5. The contractor may elect to offer overtime to certain healthcare workers to fill otherwise unfilled shifts, portions of shifts, or scheduled hours of service. Nothing precludes the offer of this overtime to a healthcare worker who would otherwise provide 80 hours of service per two-week (14 consecutive day) period so long as all the following conditions apply:

5.5.1. In no case shall the amount of hours worked exceed 51 hours per consecutive 7-day period (calculated at 8.5 hours per shift x 6 shifts which includes uncompensated meal breaks) or 102 hours per consecutive 14 days period (calculated at 8.5 hours per shift x 12 shifts which includes uncompensated meal breaks) and,

5.5.2. In no case shall an individual work more than 6 consecutive days and,

5.5.3. In no case shall an individual work more than 12.50 hours during any consecutive 24 hour period (including uncompensated meal breaks) and,

5.5.4. In no case shall an employee's continued employment be contingent upon their accepting this overtime assignment and,

5.5.5. The parties agree that the Contractor is solely responsible for complying with state and/or local wage and overtime compensation laws as described herein and the parties further agree that the Contractor shall not look to the Government for additional reimbursement beyond the price already contained on the applicable hourly pricing for that labor category.

6 FAILURE AND/OR INABILITY TO PERFORM

6.1 Should a healthcare worker, who accrues leave and is subject to Government approval of the leave schedule, be unable to perform duties due to medical or physical disability for more than 5 consecutive days, that individuals' performance may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance is so suspended, no reimbursement shall be made to the contractor for the affected healthcare worker so long as performance is suspended.

6.2 If clinical privileges of a healthcare worker have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance by that healthcare worker or for the Contractor in entirety may be suspended until clinical privileges are reinstated. No reimbursement shall be made to the contractor so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct will be reported to the appropriate licensing authorities of the state in which the license is held.

6.3. Any healthcare worker(s) demonstrating impaired judgment will be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol. The contractor shall reimburse the Government for medical services provided to a contractor's employee, suspected to be impaired, in determining "fitness for duty" (i.e. test(s) for detecting illicit drug use).

6.4 Any healthcare worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

7. CONTRACT STATUS REVIEW (CSR) MEETINGS.

7.1. Each 30–90 days during performance, the Government will require the Contractor to discuss issues germane to the delivery of healthcare under this Task Order. The Government expressly retains the right to require the Contractor to attend face-to-face meetings at the Government's facilities. These meetings, at a minimum will discuss:

7.1.1. New healthcare workers who have begun providing services since the last CSR. The Government continually evaluates each healthcare worker's (a) personal interaction skills with patients and other staff, (b) their demonstrated fluency in the English language and, (c) their demonstrated familiarity with the equipment, supplies and materiel commonly used in the work site. At this meeting, the Government shall inform the Contractor of any employee-related issues that require corrective action on the part of the Contractor.

7.1.2. Contract administration issues relative to the efficient operation of the clinical setting.

7.1.3. Contractor generated opportunities or innovations aimed at improving services.

7.1.4. Any other item to the mutual benefit of the Contractor and the Government.

7.2. The Contractor is advised that these meetings are strictly informational and will not change the terms and conditions of this Task Order or the basic contract. A Government contract can only be changed with a signed modification issued by the Contracting Officer.

7.3. The Government encourages Contractor's to institute probationary policies for new employees.

8. CREDENTIALING.

8.1. General Information.

8.1.1. Contractor employees shall not provide medical services until the Commanding Officer has granted professional staff membership and clinical privileges. The Commanding Officer is the sole authority for granting and revoking privileges. The Government reserves the right to perform re-verification of credentials information. The Commanding Officer will not grant clinical privileges until the Government determines that credentials information has been satisfactorily verified. Therefore, the Navy considers the existence of Contractor employees within MTF who are not currently privileged, who fail to maintain their privileges or, who have privileges suspended or revoked to be a breach of contract. The Navy will make no payment for services resulting from services by such providers. Services covered or scheduled by such providers are furthermore considered uncovered. The Government additionally reserves the right to terminate this Task Order for Default and/or shall institute other appropriate contractual and/or legal remedies for failure to comply with the terms and conditions of this requirement.

8.1.2. The Government will not consider exceptions to the credentials review and clinical privileging process as defined by BUMEDINST 6320.66D and MTF instructions. The Contractor's failure to nominate individuals who meet the terms and conditions of this contract, including the requirements of BUMEDINST 6320.66D, shall not excuse non-performance of contract requirements. A copy of BUMEDINST 6320.66D may be obtained at <http://nmo.med.navy.mil/Files/Media/directives/6320-66d.pdf>

8.1.3. Any Contractor or Contractor employee under suspension due to an investigation at any facility or licensing agency shall not be permitted to provide service under this contract. The Contractor shall notify the COR within 24 hours of occurrence of suspension concerning itself or any of its employees. These individuals may only provide services if privileges have been subsequently restored by the Commanding Officer.

8.1.4. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct shall be reported to the appropriate licensing authorities of the state(s) in which the license is held.

8.1.5. The Government will appoint a member of MTF's Professional Affairs staff to assist the Contractor on all matters relating to credentialing and the application for clinical privileges. The Contractor shall appoint a member of its professional affairs or recruitment staff to coordinate the submission of credentialing information, assuring each file constitutes a complete, valid application for all healthcare workers. For those healthcare workers who currently have either an ICF or IPF on file, the Contractor shall submit to the COR an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with a notation that an active ICF or IPF is on file. Generally, the Government defines the credentialing process as follows:

8.1.5.1 COR receives the credentialing package from the Contractor (Day 0).

8.1.5.2. COR reviews the package and (if complete) forwards it to the MTF's Professional Affairs staff, or notifies the Contractor of additional documentation required to complete the package, or returns the package to the Contractor (NLT Day 7).

8.1.5.3. If the package is complete and is forwarded to the MTF's Professional Affairs staff, credentialing action begins (Days 7-30). The MTF Professional Affairs staff will expedite credentialing actions as much

as possible. The Contractor is directed to contact individual CORs at each MTF for the average expectation.

8.1.6. If a credentialing package is incomplete and returned to the Contractor or held by the COR (NOTE: there should be no expectation that an MTF's Professional Affairs staff will hold an incomplete package) pending receipt of additional information, the Contractor assumes full liability for filling or scheduling positions. Appropriate remedies will be instituted for vacancies.

8.1.7. Unless otherwise specified herein, the Government reserves the right to extend the credentials of a healthcare worker who has been granted delineated clinical privileges on a predecessor contract without a new or additional credentialing action. This extension may only occur (a) within the same command and, (b) when there is no increased clinical competency requirement of the healthcare worker and, (c) when there is no significant change in the scope of clinical practice of the healthcare worker and, (d) when there is no gap in performance between the contracts and, (e) when the healthcare worker has had acceptable performance evaluations.

8.1.8. Notwithstanding any actions taken or forbore by the Government's representative, the responsibility to provide fully qualified Contractor employees remains solely with the Contractor. Nothing herein shall limit the Commanding Officer's decision to deny clinical privileges to Contractor employees or to revoke clinical privileges already granted.

8.1.9. The MTF will retain the credentials documentation submitted for each healthcare worker within an official Individual Credentials File (ICF) or Individual Professional File (IPF) in accordance with JCAHO, MTF and, Bureau of Medicine and Surgery instructions and directives. The Contractor shall ensure that all documentation necessary to keep each individual file current is submitted to the MTF Professional Affairs Coordinator for inclusion in each file.

8.1.10. The Contractor shall maintain a complete employment file for each Contractor employee during the life of this contract. This file shall contain, at a minimum, all the documentation submitted to the Government for each employee. This file and the documents therein shall be kept current and will be made available for Government inspection upon request.

8.2. For Positions Requiring Individual Credentials Files (ICFs).

8.2.1. Following award and prior to the start of services for each applicable healthcare worker under BUMEDINST 6320.66D and MTF instructions, the contractor shall submit to the COR a completed Individual Credentials File (ICF). The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66D and subsequent revisions.

8.3. For Positions Requiring Individual Professional Files (IPFs).

8.3.1. Following award and prior to the start of services for each applicable healthcare worker under BUMEDINST 6320.66D and MTF instructions, the contractor shall submit to the COR a completed Individual Professional File (IPF). The IPF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66D and subsequent revisions.

8.4. Qualifications Packages.

8.4.1. To document compliance with the requirements of the Position Specific Statement of Work (**Attachment 001**), the Contractor shall submit a qualifications package to the COR (to be retained by the COR) for each healthcare worker who is not required to submit either an ICF or an IPF (e.g., medical assistants, laboratory technicians, etc). Prior to Contractor employees providing services under this Task

Order, the COR will verify the compliance of each healthcare worker with the qualification requirements appropriate to their employment category. The COR will not grant the authority to cover services of a healthcare worker until they determine that the qualifications package has been satisfactorily verified. Therefore, the Navy considers the contract to be breached if (a) qualifications packages for Contractor employees are not approved, or (b) the minimum qualifications for that labor category (via the applicable Attachment) are not maintained, or (c) Contractor employees are under suspension. The Navy will make no payment for services received from such healthcare workers. Services covered or scheduled by such healthcare workers are furthermore considered uncovered. The Government additionally reserves the right to terminate this Task Order for Default and/or shall institute other appropriate contractual and/or legal remedies for failure to comply with the terms and conditions of this requirement. Generally, the Government defines this review process as follows:

8.4.1.1. COR reviews the package and (if complete) notifies the Contractor that the healthcare worker may be scheduled to provide services, or notifies the Contractor of additional documentation required to complete the package, or returns the package to the Contractor (NLT Day 7).

8.4.1.2. If a package is incomplete and returned to the Contractor or held by the COR pending receipt of additional information, the Contractor assumes full liability for filling or scheduling positions. Appropriate remedies will be instituted for vacancies.

8.5. Interviews. The Government reserves the right to conduct interviews of healthcare workers proposed. If interviews will be required, specific information will be contained in the specific attachment to this Task Order.

9. GENERAL ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES APPLICABLE TO ALL HEALTHCARE WORKERS. The healthcare worker shall perform a full range of services on site using Government furnished facilities, equipment and supplies. Actual clinical activity will be a function of the overall demand for these services. All healthcare workers shall:

9.1. Participate in meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of scheduled working hours, the healthcare worker shall be required to read and initial the minutes of the meeting.

9.2. Participate in the provision of in-service training to members of the clinical and administrative staff on subjects germane to their specialties.

9.3. Demonstrate awareness and sensitivity to patient/significant others' rights, as identified within the institution.

9.4. Demonstrate awareness of legal issues in all aspects of patient care and unit function and strive to manage situations in a reduced risk manner.

9.5. Demonstrate appropriate delegation of tasks and duties in the direction and coordination of health care team members, patient care, and clinic activities and provide training and/or direction as applicable to supporting Government employees (i.e., hospital corpsmen, students, interns, residents, etc.) assigned to work with Contractor employees during the performance of these duties.

9.6. Maintain an awareness of responsibility and accountability for own professional practice.

9.7. Participate in continuing education to meet own professional growth.

9.8. Attend annual renewal of the following training requirements provided by the Government: family advocacy, disaster training, infection control, sexual harassment, bloodborne pathogens and fire/safety.

9.9. Participate in the implementation of the MTF's Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation and reporting.

9.10. Contribute to the safe and effective operation of equipment used in patient care within a safe working environment. This shall include safe practices of emergency procedures, proper handling of hazardous materials and maintaining physical security.

9.11. Undergo orientation, as appropriate to the position. Orientation may be waived for personnel who have previously provided service at the MTF. Orientations include initial training requirements (e.g. fire, safety, infection control, and family advocacy) and information systems orientation (including the Composite Health Care System (CHCS) and the Ambulatory Data System (ADS)). The Government reserves the right to adjust orientation schedules to meet mission and workload requirements. In addition, healthcare workers identified as CHCS Super-users shall undergo additional training. Requirements for these CHCS Super-users will be specified in individual the Position Specific Statement of Work.

9.12. Healthcare workers shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) and other government regulations implementing this Executive Order.

9.13. Healthcare workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by healthcare workers shall be registered with the base security service according to applicable directives. Eating by healthcare workers is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

9.14. Healthcare workers ARE NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. Healthcare workers shall make no use of Government facilities or property in connection with such other employment.

9.15. While on duty, healthcare workers shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the healthcare worker when they are not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

9.16. Healthcare workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. Healthcare workers shall display an identification badge, which includes the healthcare worker's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

9.17 The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a healthcare worker has been engaged in use, possession, or trafficking of drugs, the healthcare worker may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a healthcare worker, the

healthcare worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the healthcare worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

9.18 All financial, statistical, personnel, and technical data which are furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the COR. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the COR before publication or dissemination.

9.19. The Contractor shall comply with applicable State and local laws, MTF instructions, policies and procedures.

9.20. Contractor personnel shall be subject to an automated data processing (ADP) background check in accordance with DoD Publication 5200.2-R. Personnel shall be required to complete the paper work necessary for the Government to complete this background check.

9.21. Healthcare workers shall become familiar with the Naval Hospital formulary. Providers authorized to prescribe pharmaceuticals shall do so according to the availability of drugs listed therein. The Government reserves the right to substitute generic medications for those prescribed by the healthcare worker. Pharmaceuticals shall only be dispensed to authorized beneficiaries of the Military Health System. Unauthorized prescribing may be grounds for revocation of clinical privileges.

9.22. When required, to ensure completion of services that extend beyond the normal close of business, the health care worker will remain on duty in excess of the scheduled shift. The health care worker will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the healthcare worker and the workplace supervisor.

9.23. Cross Coverage.

9.23.1. In the event that acuity and/or workload drops to a level that allows the Government to safely reduce staff levels, the Government reserves the right to re-assign healthcare workers to other assignments within the MTF commensurate with their skills, certifications, experience and qualifications.

9.23.2. If the Government cannot reassign the healthcare worker, the Government will release that healthcare worker from duty, compensating the contractor for 4 hours of compensated service (for 12 hour shifts) or 2 hours of compensated service (for 8 hour shifts).

9.23.3. If the healthcare worker declines a reassignment, there will be no reimbursement to the Contractor.

9.24. All healthcare workers shall adhere to infection control guidelines and practice universal precautions.

10. PERSONNEL QUALIFICATIONS THAT APPLY TO ALL HEALTHCARE WORKERS. The contractor shall provide personnel having the minimum levels of education, training and experience. Basic qualification requirements are contained in this section. Additional qualifications specific to a particular labor category are contained in the applicable attachment and may include, but are not be limited to, experience, board certification, or other professional certifications appropriate to the particular labor category. Unique, position specific requirements are also provided in the applicable attachment. The following requirements apply to all individuals providing services under this contract:

10.1. Healthcare workers shall read, write, speak, and understand the English language fluently and maintain good communication skills with patients and other healthcare personnel.

10.2. Healthcare workers shall be physically capable of standing and/or sitting for extended periods of time and capable of normal ambulation.

10.3. Healthcare workers shall be eligible for U.S. employment. No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.

10.4. Healthcare workers shall represent an acceptable malpractice risk to the Government.

10.5. Healthcare workers shall maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

10.6. Each healthcare worker shall obtain, at contractor expense, within 60 days prior to start of services, a statement from the healthcare worker's physician or a report of a physical examination indicating that the healthcare worker is free from mental or physical impairments which would restrict the healthcare worker from providing the services described herein. Healthcare workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information: "Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

1. (Name of healthcare worker) is suffering from no physical disability which would restrict him/her from providing services as a (specialty).

2. (Name of healthcare worker) is not suffering from tuberculosis, hepatitis, sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty). (Name of healthcare worker) has had a current (within 6 months) TB skin test (mantoux) reading or if a known reactor, an evaluation indicating no active disease. If a known reactor, completion of an annual questionnaire is required and can be obtained from the Occupational Health Department at the MTF.

3. (Name of healthcare worker) is considered free from Hepatitis B infection on the basis of having (circle the applicable number):

3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

3c. Provided documentation of the healthcare worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindication only), or,

3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4. (Name of healthcare worker) is considered to have evidence of immunity to Measles, Mumps and Rubella (MMR) by either (circle one): positive antibody titer, evidence of MMR immunization or, documentation of physician-diagnosed MMR.

5. (Name of healthcare worker) shows evidence of immunity to varicella by either (circle one): positive antibody titer; evidence of varicella immunization; or a statement of history of chicken pox.

(Signed)

Examining Physician

Examining Physician Information:

Name:

Address:

Telephone: _____ Date: _____

10.7. Except as provided herein, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.

10.8. Further, healthcare workers shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, performance improvement, or privileging purposes. The Government will provide these examinations. If the contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government. Additionally the healthcare worker should be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the Government. Although this vaccine will be provided by the Government, it may be obtained at other facilities with the cost being borne by the healthcare worker. Unless vaccinated by the Government, the healthcare worker shall be required to show proof of the vaccination. If the healthcare worker chooses to be immunized by the Government, they shall be required to sign a waiver in accordance with MTF rules and regulations. If the healthcare worker declines the immunization, they must provide documentation of the waiver, which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).

10.9. For individuals who do not show a positive antibody titer after immunization and appear to have a "non-immune" status, that employee must report varicella exposure to the COR and, in accordance with Centers for Disease Control Recommendations, may need to be removed from patient care duties beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, personnel under this agreement who accrue leave will be considered to be in a leave status; all other personnel must be replaced during this period to ensure maintenance of contractually required coverage.

10.10. On an annual basis, healthcare workers must provide a current Purified Protein Derivative (PPD) reading or an evaluation if they are a known PPD reactor. The Contractor is responsible for any expenses incurred for required testing.

10.11. The management of HIV positive healthcare workers shall be consistent with current Centers for Disease Control (CDC) Guidelines and Section 503 of Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

10.12. Comply with the standards of the Joint Commission, applicable provisions of law and the rules and regulations of any and all governmental authorities pertaining to:

Licensure and/or regulation of healthcare personnel in treatment facilities, and

The regulations and standards of professional practice of the treatment facility, and

The bylaws of the treatment facility's professional staff.

11. REQUIREMENTS AND CLAUSES SPECIFIC TO THIS TASK ORDER.

11.1. INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer's duly authorized representative, the Contracting Officer's Representative(s), will perform inspection and acceptance of services to be provided.
- (b) For the purposes of this clause, the names of the Contracting Officer's representative(s) will be assigned in each individual Task Order issued.
- (c) Inspection and acceptance will be performed at the locations listed in the Position Specific Statement of Work provided as attachments to this solicitation, or in subsequent Task Orders.

11.2. INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

- (a) The Contracting Officer's duly authorized representative, the Contracting Officer's Representative(s), will perform inspection and acceptance of services to be provided.
- (b) For the purposes of this clause, the names of the Contracting Officer's representative(s) will be assigned in each individual Task Order issued.
- (c) Inspection and acceptance will be performed at the locations listed in the Position Specific Statement of Work provided as attachments to this solicitation, or in subsequent Task Orders.

OR

- (d) Invoices for services rendered under this Contract may be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):
- (e) The vendor shall self-register at the web site <https://rmb.ogden.disa.mil>. Vendor training is available on the internet at <http://wawftraining.com>.
- (f) A separate invoice will be prepared per Task Order. Do not combine the payment claims for services provided under this contract ordered through multiple Task Orders within one invoice.
- (g) Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.
- (h) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.
- (j) The contractor shall submit invoices for payment per contract terms.

11.3. AWARDS. The Government intends to award Task Orders to each offeror selected for contract award. Task Orders will order the minimum quantity of services required from each awardee.

Awardees of Task Orders will be required to submit complete Credentialing Packages within 30 days following award. Failure to meet the 30-day requirement may result in termination of the Task Order. Additionally, failure to submit complete packages within 30 days following award may be considered as negative past performance information that may jeopardize the award of future Task Orders, and/or may result in termination of the Task Order.

11.4. COMMENCEMENT OF PERFORMANCE

Upon award, a Task Order will be transmitted to the Contractor on a DD Form 1155. Approved healthcare workers must begin performance within 60 days after execution of the Task Order by the Contracting Officer, unless otherwise mutually directed by the Government. If a healthcare worker cannot begin performance on the Task Order, the Contractor must notify the Contracting Officer immediately.

Failure to begin performance with the approved healthcare worker may result in termination of the Task Order. The Contractor may or may not be given the opportunity to propose a new healthcare worker. The Government reserves the right to terminate the Task Order for default if the Contractor fails to begin performance.

11.5. OMBUDSMAN. The ombudsman shall (a) review complaints from Contractors regarding the award of Task Order and (b) ensure that all Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The Task Order ombudsman for this contract is the Navy Competition Advocate General. Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Medical Logistics Command before taking their complaints to the Navy Competition Advocate General. The Naval Medical Logistics Command's Competition Advocate can be reached at (301) 619-2158 or at the following address:

Naval Medical Logistics Command
ATTN: Executive Officer
1681 Nelson Street
Fort Detrick, MD 21702-9203
Fax Number: (301) 619-7430

11.6. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS. None of the services required by this Task Order shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

11.7. RESTRICTION ON THE USE OF GOVERNMENT-AFFILIATED PERSONNEL. Without the written approval of the Contracting Officer, the Contractor shall not use, in the performance of this Task Order, any U.S. Government employees or persons currently providing services on other Department of Defense contracts.

11.8. SUBSTITUTION OF PERSONNEL.

The Contractor agrees to initiate performance of each Task Order using only the healthcare worker(s) whose professional qualifications have been determined technically acceptable by the Government. Technical acceptability is determined by the COR using the information submitted in accordance with the format contained in **Attachment 003. A determination of technical acceptability is NOT a credentialing decision and the documentation for a credentialing decision may differ significantly from a COR's determination of technical acceptability.**

No personnel substitutions shall be made by the Contractor without the express consent of the Contracting Officer. All substitution requests will be processed in accordance with this clause. The government retains the right to terminate and re-compete a new Task Order.

No personnel substitutions shall be permitted during the period beginning with Task Order award and continuing through the first 30 days of performance, unless they are necessitated by a healthcare worker's unexpected illness, injury, death or termination of employment. Should one of these events occur, the Contractor shall promptly notify the Contracting Officer and provide the information required below, in writing.

All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The Contractor shall also demonstrate that the substitute healthcare worker(s) possess professional qualifications that meet the minimum requirements in this Task Order and in the Position Specific Statement of Work contained in the Task Order. In addition, all substitution requests shall include a Certificate of Availability signed and dated by each proposed healthcare worker, and any other information identified by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the Contractor of the approval or disapproval thereof.

11.9. PERSONNEL QUALIFICATIONS. The Contractor is required to provide personnel having certain minimum levels of education, training and experience. Proof that offered candidates possess these qualifications must be provided with each Contractor's proposal for each Task Order. Unique (i.e. position specific) requirements are provided in the Position Specific Statement of Work furnished as attachments to this Task Order.

11.10. LIABILITY INSURANCE. Before commencing work under a contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

a. General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least: \$500,000 per occurrence.

b. Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

c. Worker's compensation and employer's liability. Contractors are required to comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contractor operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers compensation to be written by private carriers.

11.11. NON-COMPETE CLAUSES – The use of non-compete agreements (including non-compete clauses within employment agreements) that are aimed at preventing the loss of Contractor personnel are acceptable only if the non-competition is limited to the current performance period specified in the contract, task order. The use of non-compete agreements or clauses that prevent employees of an incumbent Contractor from accepting future employment with either the Government or with another Contractor is not acceptable. Awardees (including sub-Contractors) may not include conditions in employment agreements that hinder the Government's ability to accomplish the current or future mission of providing health and medical care to beneficiaries through the use of these clauses or agreements.

11.11.1. The Government reserves the right to query each offeror or Contractor regarding the use and purpose of these clauses or agreements and to use this information in award or logical follow-on decisions. If such conditions are included in employment agreements, the Government further reserves the right to reject an offeror's proposal or to terminate existing contracts or task orders.

11.12. LOGICAL FOLLOW ONS

TASK ORDERS

The Government intends to award single or multiple Task Orders as a resultant from issuance of this Task Order Proposal Request (TOPR) in accordance with A.3.b.

Initial Task Orders. The Government intends to award initial Task Orders to each successful offeror selected resulting from issuance of this TOPR. Priced proposals for initial Task Orders must be submitted with each offeror's pricing proposal and be responsive to the government requirements. Initial Task Orders will order the performance periods of 1 Jul 04 through 30 Sep 04 and 1 Oct 04 through 30 Sep 05.

Subsequent Task Orders.

a. The government intends to issue a sole-source Task Order Proposal Request based in the interest of economy and efficiency as a logical follow-on to a Task Order already issued as a result of the initial Task Order Proposal Request provided that all awardees were given fair opportunity to be considered for the original order. For the purposes of this contract the Contracting Officer may negotiate a sole source logical follow-on Task Order with the current contractor providing previously competed services and the contractor has a current Federal Supply Schedule. In the event an increase in the amount of previously competed services is required by the government, the contracting officer may negotiate a sole source logical follow-on task order with the current contractor provided the required additional services do not represent more than one full time equivalent position or 20% of the total competed labor hours for the affected labor category (categories), whichever is greater. A sole source logical follow-on must be for the same type of service previously competed at the same location(s). When deciding whether to negotiate a sole source logical follow-on task order with the current contractor consideration will be given to the contractor's past performance, continuity of health care worker services, and price.

b. The proposed price for subsequent Task Order must be:

(i) Complete- All price information required by the Request for Proposal (RFP) has been submitted and tracks from Section B.

(ii) Reasonable - The degree to which the proposed prices compare to the prices that a reasonable, prudent person would expect to incur for the same or similar services.

(iii) Realistic - The offeror's CLIN/SLIN prices, and price breakdown structure(s) will be examined to identify unusually low price estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

If agreement on reasonable and realistic pricing cannot be reached, any subsequent services will be competed following the same basic procedures used in the initial procurement.

11.13. CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through a date to be determined, but not exceeding 60 months from contract award, or until all maximum quantities have been delivered, whichever occurs first.

(b) All Task Orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order or the contract, the contract shall control.

(c) If mailed, a Task Order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 100,000 hours per individual Line Item;

(2) Any order for a combination of items in excess of the maximum total requirements for this contract.
(See Section B).

(c) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>.

ATTACHMENTS

001 POSITION SPECIFIC STATEMENT OF WORK FOR NEONATAL NURSE PRACTITIONERS

002 SUPPLEMENTAL PRICING WORKSHEET

003 RESUME/CURRICULUM VITAE FORMAT FOR NEONATAL NURSE PRACTITIONERS

004 PROOF OF US EMPLOYMENT ELIGIBILITY

005 PAST PERFORMANCE FORMAT

ATTACHMENT 001
POSITION SPECIFIC STATEMENT OF WORK FOR
NEONATAL NURSE PRACTITIONERS

1.0. SCOPE AND LOCATION. The health care worker shall provide Nurse Practitioner (Neonatal) Services in support of the Neonatal Intensive Care Unit (NICU) for the Naval Medical Center, San Diego, CA. Scope of duties includes direct patient services, consultation, on-call services, and participation in Graduate Medical education programs, providing ongoing care for an enrolled population. The healthcare worker also contributes to the environment of care through maintenance of a safe and supportive environment for patients, staff, and other individuals served by or providing services within the organization. The healthcare worker will follow all standard operating procedures and will participate in educational and quality improvement programs within their assigned clinical area. Each healthcare worker will be assigned to a primary location; however, the Government retains the right to assign the healthcare worker to any Naval Medical Center San Diego medical treatment facility within a 35-mile commuting radius of the NMCS D proper.

2.0. DUTY HOURS.

2.1. The contractor shall provide one qualified NNP, 12 hours each day from 0600 until 1800, each day of the calendar year. The Contractor's NNP shall provide services on a 12 hours shift basis, including a compensated 60 minute meal/break. The healthcare worker shall arrive for each scheduled shift in a well-rested condition. NOTE: The Contractor shall be required to provide healthcare worker services on Federal Holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day). The Contractor is required to provide coverage for all hours at all times. Work hours may be modified based on the needs of the assigned area.

2.2. The Contractor will not be compensated by the Government for service on Federal holidays unless the healthcare worker actually provides service on that day. Holidays include: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

2.3. When required, to ensure completion of services that extend beyond the normal close of business, the healthcare worker will remain on duty in excess of the scheduled shift. The healthcare worker will be paid at the applicable hourly rate in the Schedule of Prices for hours worked that have been prospectively approved by the Government. Without prospective approval, there will be no reimbursement.

2.4 Upon award, the Government will provide the Contractor with the scheduling template. For purposes of initial schedule submission, the Contractor may submit the first schedule for all personnel up to two weeks prior to commencement of services. All subsequent schedule templates shall be provided to the Contractor 75 days in advance of services and shall be returned to the COR 60 days in advance of services. The Government recognizes the unforeseen need for scheduling changes for events such as illness or injury. The required 72-hour advance notification for schedule changes may be waived by the Government for such occasions on a case-by-case basis.

2.5. Without the prospective approval of the Contracting Officer, no more than 1.5 individuals shall be permitted to provide services for each work year (either 2,088 or 2,096 work hours per year) identified by the Government.

2.6. RESERVED.

3.0. LEAVE AND ABSENCES. These positions are coverage positions. The healthcare worker will not accrue leave. The Contractor shall provide an otherwise qualified replacement when scheduled personnel are unable to work due to planned and unplanned absences. Substitute personnel shall always meet the standards contained herein.

4.0. SPECIFIC DUTIES AND RESPONSIBILITIES. Health care workers shall perform in accordance with established principles, practices and ethics of the applicable healthcare profession and written policies, procedures and requirements of Naval Medical Center San Diego and shall apply age specific knowledge and competency appropriate to patient population served. The standards of performance for all health care workers shall reflect the degree of care, skill, and learning expected of a reasonably prudent health care worker in the professional category to which he or she belongs. Healthcare workers shall:

Perform a full range of Neonatal Nurse Practitioner services, on site, using Government furnished facilities, equipment and supplies. Clinical activity will be determined by the Commander's credentialing process and the overall demand for Nurse Practitioner services. Productivity is expected to be comparable to that of other physician extenders assigned to the same facility and authorized the same scope of practice.

Medically manage patients in the newborn nursery under the supervision of a staff pediatrician. This includes attending deliveries, admitting patients, preparing discharge assessments, teaching of pediatric house staff, and arranging follow-up.

Provide a comprehensive medical assessment; examination, consultation, diagnosis, and treatment plan for neonates, under the direction of a staff neonatologist.

Medically manage neonates in the NICU and other areas to include neonatal resuscitation, conventional and high frequency ventilation, prescription of medications (including controlled substances), management of common neonatal medical disorders, under direction of a staff neonatologist.

Request laboratory tests, electrocardiograms, radiographic procedures, and other tests as needed under the direction of staff neonatologist.

Perform procedures including endotracheal intubation, blood gas analysis, routine phlebotomy, percutaneous central venous line placement, umbilical line placement, lumbar puncture, suprapubic bladder taps, bladder catheterization, needle thoracentesis, chest tube placement, as deemed appropriate under the supervision of the staff neonatologist.

Attend routine and high-risk deliveries as a member of the Resuscitation Team and perform NRP.

Provide medical care to neonates in transport to and from the NICU, under direction of the staff neonatologist.

Adhere to BUMEDINST 6550.10 or subsequent instructions, Utilization Guidelines for Nurse Practitioners. This instruction includes the following requirements: permits Nurse Practitioner ordering and administration of an approved list of drugs according to protocol, and requires random review of records of patients seen by the Nurse Practitioner.

Technically direct and teach other medical staff and provide educational lectures and participate in the provision of in-service training to clinic staff members. Such direction and interaction will adhere to government and professional clinical standards and accepted clinical protocols.

Demonstrate awareness and sensitivity to patient/significant others' rights, as identified within the institution.

Demonstrate awareness of legal issues in all aspects of patient care and unit function and strive to manage situations in a reduced risk manner.

Systematically monitor effectiveness of practice through client database and outcomes evaluation. Synthesize and use the results of these evaluations to make or recommend changes including policy, procedure or protocol documentation.

Demonstrate appropriate delegation of tasks and duties in the direction and coordination of health care team members, patient care, and clinic activities.

Provide training and/or technical direction as applicable to supporting Government employees (i.e. hospital corpsmen, technicians, students) assigned to you during the performance of clinical procedures. Such direction and interaction will adhere to Government and professional clinical standards and accepted clinical protocols.

Perform necessary administrative duties that include maintaining statistical records of clinical workload, participating in education programs, and participating in clinical staff quality assurance functions and Process Action Teams, as prescribed by the Commander.

Participate in scheduled meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist.

Attend annual renewal of the following Annual Training Requirements: family advocacy, disaster training, Sexual Harassment, and other courses as directed.

Participate in the implementation of the Family Advocacy Program as directed.

Perform necessary administrative duties that include maintaining statistical records of your workload, operate and manipulate automated systems such as Composite Health Care System (CHCS), and participating in clinical staff Performance Improvement (PI) and Risk Management (RM) functions, as prescribed by the Commanding Officer.

Adhere to and comply with all Departments of the Navy, Bureau of Medicine and Surgery and local Clinic instructions and notices that may be in effect during the term of the contract.

Comply with the standards of the Joint Commission, applicable provisions of law and the rules and regulations of any and all governmental authorities pertaining to:

Licensure and/or regulation of healthcare personnel in treatment facilities, and

The regulations and standards of professional practice of the treatment facility, and

The bylaws of the treatment facility's professional staff.

5.0. SPECIFIC MINIMUM REQUIRED PERSONNEL QUALIFICATIONS FOR NEONATAL NURSE PRACTITIONER.

Be a graduate of a Master of Nursing program accredited by the National League for Nursing Accrediting Commission (NLNAC), or a Master of Public Health (MPH) from an accredited college or university, and

Possess current certification as a Neonatal Nurse Practitioner by the National Certification Corporation (NCC) for the obstetric, gynecologic, and neonatal nursing specialties, and

Possess a current unrestricted license to practice as an Advanced Practice Nurse in any one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands, and

Provide proof of professional development through 25 hours of continuing education within the last 12 months, and

Possess a minimum of 2 years of experience within the preceding 3 years as a Neonatal Nurse Practitioner in a Level 3 Neonatal ICU, newborn nursery, and delivery room setting of similar size and complexity, and

Attain (within 90 days after the healthcare worker begins providing services) Sugar, Temperature, Airway, Blood Pressure, Labs and Emotional Support (STABLE) instructor status through the 2 day certification course provided by the Navy, and

Possess and maintain Neonatal Resuscitation Certification - Provider Level (NRP). The trained and certified healthcare worker shall have the skills to allow them to competently participate in neonatal resuscitations including positioning, suctioning, use of oxygen, bag and mask ventilation, chest compressions, endotracheal intubation, and using medications in neonatal resuscitations. In the event a healthcare worker is otherwise qualified but does not possess or cannot maintain this certification and the Government elects to provide it, the Government reserves the right to deduct 18 hours of compensated service as consideration. Consideration will be based upon the hourly rate (the CLIN in Schedule B of the contract) for this labor category, and

Provide three letters of recommendation written within the last two years attesting to the healthcare worker's clinical skills. At least one letter must be from a physician supervisor who has personally observed and evaluated the health care worker and who can attest to the health care worker's clinical competence in the care of patients. The other two letters must be from peers who have personal knowledge of the health care worker's patient care skills in a similar clinical environment. Reference letters shall attest to the healthcare worker's communication skills and ability to relate to patients as well as professional and other interpersonal skills among staff members and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

ATTACHMENT 002
SUPPLEMENTAL PRICING WORKSHEETS

Physician Assistant (Allergy)	Minimum Compensation for Neonatal Nurse Practitioner	Average Compensation for Neonatal Nurse Practitioner
Hourly Rate (direct compensation) to the healthcare worker		
Fringe Benefits* (expressed only in dollars and cents)		
Total Hourly Compensation to the healthcare worker		

*Fringe Benefits include non-cash compensation provided to employees (including that necessary to comply with Department of Labor compensation requirements), such as 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowances

On an attached page, provide any other fringe benefits offered but not included in the fringe benefit rate above. Specify and describe the value of these benefit(s).

On an attached page, provide any notes regarding source information used to develop these rates.

Provide the following regarding the schedule under which this requirement is being proposed.

Labor Category	Maximum Price Allowable under FSS/VA 621-1 for the Labor Category	Proposed Discount (expressed as a %)	Notes/Comments
621-025(j) Neonatal Nurse Practitioner			

Signature

Title

Organization

Date

ATTACHMENT 003
RESUME/CURRICULUM VITAE FORMAT FOR
NEONATAL NURSE PRACTITIONER

NOTE: This format serves as the template for Contractors to submit the experience, education and qualifications of healthcare workers proposed to provide service under this Task Order. If there is a conflict between this Attachment and the Position Specific Statement of Work, the Position Specific Statement of Work shall always have precedence.

1. After contract award, all the information you provide will be verified during the credentialing process. At that time, you will be required to provide the following documentation verifying your qualifications: Professional Education Degree, a Release of Information, an application for clinical privileges which will result in an Individual Credentials File (ICF), all medical licenses held within the preceding 10 years, a copy of your American Heart Association CPR Health Care Provider Course (or equivalent) and Neonatal Resuscitation Certification - Provider Level (NRP) Certification cards, continuing education certificates, and employment eligibility documentation. If you submit false information, either:

(a) your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that you are no longer eligible for future Government contracts, and/or

(b) you may lose your clinical privileges. If that occurs, an adverse credentialing action report will be forwarded to your State licensing bureau and the National Practitioners Databank.

2. Health Certification. Individuals providing services under Government contracts are required to undergo a physical exam no more than 60 days prior to beginning work. This includes a record of required immunizations/tests. Maintaining current immunizations/test status is your responsibility. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.

PRIVACY ACT STATEMENT

Under 5 U.S.C. 552a and Executive Order 9397, the information provided is part of my response to and for use in the consideration of a Government contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract.

(Signature)

(Date)mm/dd/yy)

3. Malpractice Risk Information. Individuals providing service under Government contracts must represent an acceptable malpractice risk to the Government. **The information provided is part of my response to and for use in the consideration of a Government contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract**

MALPRACTICE RISK INFORMATION

	<u>Yes</u>	<u>No</u>
1. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)	___	___
2. Have you ever been a defendant in a felony or misdemeanor case? Indicate final disposition of the case in comments)	___	___
3. Has your license to practice ever been revoked or restricted in any state?	___	___

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 1 and 2 above, and the State of the revocation for number 3 above.

4. Resumes/Curriculum Vitae. Every item on the resume outline must be addressed. Please sign and date at the end of your resume. Any additional information required may be provided on a separate sheet of paper.

A. **General Information**. At a minimum, include

Your name (Last/First/Middle), and

Your Social Security Number, and

Your current Address (address/city/state/zip code), and

Telephone numbers where you may be reached (including area code), and

Email address(es) where you may be reached.

B. **Professional Education**. At a minimum, include:

Evidence that you possess a degree from a Master of Nursing program accredited by the National League for Nursing Accrediting Commission (NLNAC), or a Master of Public Health (MPH) from an accredited college or university, and

Evidence that you possess a current unrestricted license to practice as an Advanced Practice Nurse in any one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands, and

Evidence that you possess current certification as a Neonatal Nurse Practitioner by the National Certification Corporation (NCC) for the obstetric, gynecologic, and neonatal nursing specialties, and

C. **Continuing Education**: Provide proof of current professional development through documentation that the healthcare worker has successfully completed continuing education with the specific emphasis in the applicable the Position Specific Statement of Work in Attachment 001. Provide the course name, course dates and, CEU/contact hours received.

D. **Certifications** required in the applicable the Position Specific Statement of Work in Attachment 001:

BLS: Provide evidence of current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardiopulmonary Resuscitation) for the Professional Rescuer; or equivalent. Provide the training type listed on the card and the expiration date. A copy of both sides of the card shall be submitted. DO NOT SUBMIT THE ORIGINAL CARD.

NRP: Provide evidence of current certification in Neonatal Resuscitation Certification - Provider Level (NRP). Provide the training type listed on the card and the expiration date. A copy of both sides of the card shall be submitted. DO NOT SUBMIT THE ORIGINAL CARD.

E. **Professional Employment**: List your current and preceding employers for the past 10 years, even if they are not related to the experience required herein. Provide the name and address of each employer, the dates of employment and a general description of the work performed/major duties/organizational position. For the most recent 2 employers, provide the name, address and, telephone number of your workplace supervisor. Employment experience must specifically address experience within the preceding 3 years as a Neonatal Nurse Practitioner in a Level 3 Neonatal ICU, newborn nursery, and delivery room setting of similar size and complexity.

If you are you currently employed on a Navy contract, please disclose the location of your current contract, the position you hold, and the contract expiration date.

F. **Employment Eligibility:** Provide the documentation that demonstrates that you meet the requirements for U.S. Employment Eligibility. If you do not, please provide an explanation. A contract will not be awarded to any individual in violation of the Immigration and Naturalization laws of the United States.

G. **Professional References:** Provide three letters of recommendation written within the last two years attesting to the healthcare worker's clinical skills. At least one letter must be from a physician supervisor who has personally observed and evaluated the health care worker and who can attest to the health care worker's clinical competence in the care of patients. The other two letters must be from peers who have personal knowledge of the health care worker's patient care skills in a similar clinical environment. Reference letters shall attest to the healthcare worker's communication skills and ability to relate to patients as well as professional and other interpersonal skills among staff members and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

H. **Required Immunizations/Screening Tests:** Provide evidence of Hepatitis B Series (including dates) and PPD (including date of last reading and sero-conversion status).

I. **Military Experience.** Provide any MTF or military experience within the last 10 years that may enhance your ranking. If you have prior military experience, provide a copy of your form DD214.

J. **Additional Information:** Provide any additional information you feel may enhance your ranking based on the ranking criteria that have been listed in descending order of importance, such as your resume, curriculum vitae, commendations or documentation of any awards you may have received, etc.

K. **Certification of Accuracy.** The healthcare worker shall provide the following certification:

I hereby certify the above information to be true and accurate:

(Signature)

(Date) (mm/dd/yy)

ATTACHMENT 0004
PROOF OF US EMPLOYMENT ELIGIBILITY

LISTS OF ACCEPTABLE DOCUMENTS

EITHER SUBMIT ONE DOCUMENT FROM LIST A

OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C

LIST A

(Documents that Establish Both Identity and Employment Eligibility)

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-698B)

LIST B

Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address

LIST C

Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)

PROOF OF U.S. EMPLOYMENT ELIGIBILITY
(CONTINUED)

2. ID card issued by federal, state or local government agencies of entitles provided it contains a photograph or information such as name, date of birth, sex height, eye color, and address

3. School ID card with a photograph

4. Voter's registration card

5. U.S. Military card or draft record

6. Military dependant's ID Card

7. U.S. Coast Guard Merchant Mariner Card

8. Native American tribal document

9. Driver's license issued by a Canadian government authority
For persons under age 18 who are unable to present a document listed above;

10. School record or report card

11. Clinic, doctor, or hospital record

12. Day-care or nursery school record

2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)

3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal

4. Native American Tribal document

5. U.S. Citizen ID Card (INS Form I-197)

6. ID Card for use of Resident Citizen in the United States (INS Form I-179)

7. Unexpired employment authorization document issued by the INS (other than those listed under List a).

ATTACHMENT 005
PAST PERFORMANCE FORMAT

Ref	Number of HCWs (by FTE)	Types of HCWs	Location of Services	Start Date	End Date	Name. Telephone number, email address of verified point of contact
1						
2						
3						
4						
5						